

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE :
RESIDENTIAL CAPITAL LLC
Debtors

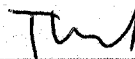
Case No: 12-12920
Chapter 11
Jointly Administered

SUPPLEMENT TO FUTRELL SUBMISSION

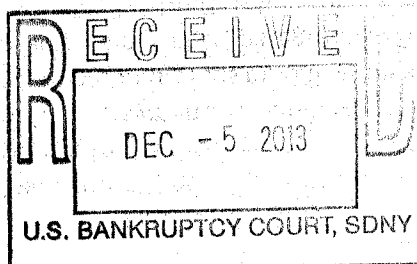
COMES NOW, William J Futrell, by counsel, and supplements the prior submission, as follows:

1. There was the June 3, 2009, statement from Homecomings, a GMAC company, noted the mortgage payment of \$657.25, the total amount due **\$2,746.73**, and the amount past due \$1,314.50. (past due category)(exh. 1)
2. The June 22, 2009, letter from Homecomings, with effective workout plan and begin date of August 01, 2009 under HAMP; and the plan not taking effect 'until signed by the lender and the borrower, and lender provided the borrower with a "copy of this plan with the lenders signature". That was never received from the mortgage servicer. (exh 2)(heading HAMP Loan Workout Plan)
3. The stated amount for \$730.76 (for The Trial Period) were contested, where the escrow amount was challenged. Payments for escrow were included (paragraph 2) for \$150.66 towards the escrow; with the three (3) payments of \$730.76 being paid in a timely manner.
4. Two of those payments would have brought the borrower current, from the stated \$1,314.50.
5. Homecomings addresses modification and how the modifications will not be a modification, until signed by the parties, paragraphs 2F & G, 3.
6. The July 3, 2009, GMAC statement, where the mortgage payment was noted as \$886.36, the total amount due **7,219.13**. (exh 3)
7. The mortgage servicer did not provide an explanation of the discrepancy, notably in the *installment payments and the total amount due*.
8. On November 19, 2009, there was a telephone, and spoke to Shelia, Loan Servicing/Insurance, and requested another escrow analysis in the matter.
9. On December 3, 2009, there was a letter from GMAC, and told there could no escrow analysis, because "...since your loan is being reviewed for a possible loan modification, we are unable to comply with this request (for escrow analysis)..." (exh 4)
10. There was another letter sent to counsel, dated January 12, 2010, repeating paragraph 9. (exh 5)
11. Section 105(a) designates authority of the Bankruptcy Court to act in the matter, notably as to the cumulative conduct of the mortgage service, respectively.
12. The memorandum and documents are incorporated by reference.

Respectfully submitted,



Thomas Margolis 10189-18
125 E Charles Street Suite 214
Muncie IN 47305
Telephone 765-288-0600



Certificate of Service

The Supplement to Futrell Submission has been provided to the following:

**The Chambers of the Honorable Martin Glenn
US Bankruptcy Court
One Bowling Green
New York, New York 10004**


**Morrison & Foerster
1290 Avenue of the Americas
New York, New York 10104**

**Kramer Levin & Naftalis
1117 Avenue of the Americas
New York, New York 10036**

**Office of the US Trustee SD NY
US federal Office Building
201 Varick Street Suite 1006
New York, New York 10014**

**SilvermanAcampora
100 Jericho Quadrangle
Suite 300
Jericho NY 11753**

On the _____ day of _____ 2013 by prepaid postage US mail.



Thomas Margolis

Name:

William J Futrell

PROPERTY ADDRESS

8391 N 550 W

BRYANT

IN 47326

Homecomings Financial

A GMAC Company

Account Number:

7432626646

Home Phone #:

(260)997-6976

Visit us at www.homecomings.com for account information or to apply on-line.

ADV DEPOSIT 7309 WF
CONFIRMATION # 13533034
#BWNHJPPY
#KW75550B09672#
WILLIAM J FUTRELL
8391 N 550 W
BRYANT IN 47326-9090

CON FIRM # 2009070320913413
7-50 Fee
May Mort By Phone
7-3-09 738.26

Customer Care Inquiries: 1-800-206-2901
Home Financing Needs: 1-877-695-3633

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Number 7432626646
Current Statement Date June 03, 2009
Maturity Date March 01, 2031
Interest Rate 9.75000
Current Principal Balance* \$71,251.99
Current Escrow Balance \$0.00
Interest Paid Year-to-Date \$2,903.98
Taxes Paid Year-to-Date \$0.00
For Customer Care inquiries call: 1-800-206-2901
For Insurance inquiries call: 1-800-237-6787
For Payment Arrangements call: 1-800-799-9250

Principal and Interest \$657.25
Subsidy/Buydown \$0.00
Escrow \$0.00
Amount Past Due \$1,314.50
Outstanding Late Charges \$591.48
Other \$183.50
Total Amount Due \$2,746.73
Account Due Date May 01, 2009

Account Activity Since Last Statement

| Description | Due Date | Tran. Date | Tran. Total | Principal | Interest | Escrow | Add'l Products | Late Charge | Other |
|-----------------|----------|------------|-------------|-----------|----------|--------|----------------|-------------|---------|
| PD SPEEDPAY FEE | 04/01/09 | 06/03/09 | \$12.50 | | | | | | \$12.50 |
| SPEEDPAY FEE | 04/01/09 | 06/03/09 | \$12.50 | | | | | | \$12.50 |
| Payment | 04/01/09 | 06/03/09 | \$657.25 | \$77.70 | \$579.55 | | | | |

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

Important News
If you are considering a new home purchase or refinancing your existing mortgage, we are here to help. Simply call the number above or visit our website for fast, convenient service.

See Reverse Side For Important Information

Mail This Portion With Your Payment**Mortgage Payment Coupon**

| Account Number | Due Date | Mortgage Payment | Total Amount Due | Amount Due With Late Fee if Received 15 Days AFTER Due Date | Homecomings Financial A GMAC Company |
|---------------------------------|----------|------------------|------------------|---|---|
| 7432626646 WILLIAM J FUTRELL | 05/01/09 | \$657.25 | \$2,746.73 | \$690.11 | |

Please assist Homecomings in applying your payment

| Extra Funds | | |
|-------------|-----------------------------|----|
| | Full Payment(s) | \$ |
| | ADDITIONAL Principal | \$ |
| | ADDITIONAL Escrow | \$ |
| | Late Charge | \$ |
| | Other Fees (please specify) | \$ |
| | Total Amount Enclosed | \$ |

Sign here to enroll in monthly ACH.
(See back for details.)

HOMEcomings FINANCIAL
PO BOX 9001719
LOUISVILLE KY 40290-1719

2

Homecomings Financial
A GMAC Company

6/22/2009

WILLIAM J FUTRELL
8391 N 550 W
BRYANT IN 47326

RE: Account Number 7432626646
Property Address 8391 N 550 W
BRYANT IN 47326

Notice: This is an attempt to collect on a debt and any information obtained will be used for that purpose.

If you have filed for bankruptcy, or if you been discharged of your personal liability for repayment of this debt, please note that this letter is being provided for informational purposes only and any rights that we may choose to pursue will be exercised against the property only and not against you personally.

*Trial period before the
Mod. would become
perm.*

Dear WILLIAM J FUTRELL:

Financial hardship may make it difficult to pay your mortgage payments. As your mortgage servicer, we want to help you stay in your home. We have customized the enclosed Home Affordable Modification Program Loan Workout Plan (the "Workout Plan") to help make your payment more affordable. If you qualify under the Workout Plan and comply with its terms, we will modify your mortgage loan.

There is no fee for this program.

Detailed instructions on what you need to do to take advantage of this offer are set forth on the enclosed document entitled "What You Must Do Now." Generally, you will need to:

- Explain the financial hardship that makes it difficult for you to pay your mortgage loan using the Hardship Affidavit (enclosed).
- Submit the required documentation of your income.
- Make timely monthly trial-period payments.

Your monthly payments during the trial period are based on the income information that you provide to us and are an estimate of what your payments will be if we are able to modify your loan under the terms of the program. Please understand that your monthly payment may change or you may not qualify for the Workout Plan.

If you do not qualify for a loan modification, we will continue work with you to explore other options that may be available to help you keep your home or ease your transition to a new home.

Please let us know no later than 7/22/2009 that you accept the Workout Plan. Please take the steps outlined on the enclosed document "What You Must Do Now." If you have any questions, please contact us at 1-800-799-9250.

Sincerely,

Loan Servicing
Enclosures

1-800-850-4722

**HOME AFFORDABLE MODIFICATION PROGRAM
LOAN WORKOUT PLAN
(Step One of Two-Step Documentation Process)**

Loan Workout Plan Effective Date: 8/1/2009

Borrower ("I")¹: WILLIAM J FUTRELL

Lender ("Lender"): Homecomings Financial, LLC

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 2/23/2001

Loan Number: 7432626646

Property Address ("Property"): 8391 N 550 W, BRYANT IN 47326

If I am in compliance with this Loan Workout Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, then the Lender will provide me with a Loan Modification Agreement ("Modification Agreement"), as set forth in Section 3, that would amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer"). I understand that after I sign and return two copies of this Plan to the Lender, the Lender will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Lender sign it and Lender provides me with a copy of this Plan with the Lender's signature.

1. **My Representations.** I certify, represent to Lender and agree:

- A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I am providing or already have provided documentation for **all** income that I receive (except that I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Offer);
- E. Under penalty of perjury, all documents and information I have provided to Lender pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
- F. If Lender requires me to obtain credit counseling, I will do so.
- G. If I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents, Lender agrees that I will not have personal liability on the debt

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

Cynn Jones

old

pursuant to this Plan.

2. **The Loan Workout Plan.** On or before each of the following due dates, I will pay the Lender the amount set forth below ("Trial Period Payment"), which includes payment for Escrow Items (where not prohibited by law), including real estate taxes, insurance premiums and other fees, if any, of U.S. \$150.66.

| | |
|-----------|----------|
| 8/1/2009 | \$730.76 |
| 9/1/2009 | \$730.76 |
| 10/1/2009 | \$730.76 |

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which will be finalized in accordance with Section 3 below.

During the period (the "Trial Period") commencing on the date of this Plan and ending on the earlier of: (i) the first day of the month following the month in which the last Trial Period Payment is due (the "Modification Effective Date") or (ii) termination of this Plan, I understand and acknowledge that:

- took 9 months to*
- A. TIME IS OF THE ESSENCE under this Plan;
 - B. Except as set forth in Section 2.C. below, the Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived unless prohibited by law;
 - C. If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the lender may foreclose if I have not made each and every Trial Period Payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated;
 - D. The Lender will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full; *after 120 days*
 - E. When the Lender accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents and are not prohibited by law; *220.5*
 - F. If prior to the Modification Effective Date, (i) the Lender does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me; and

- G. I understand that the Plan is not a modification of the Loan Documents and that the Loan Documents will not be modified unless and until (i) I meet all of the conditions required for modification, (ii) I receive a fully executed copy of a Modification Agreement, and (iii) the Modification Effective Date has passed. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Plan.
3. **The Modification.** I understand that once Lender is able to determine the final amounts of unpaid interest and any other delinquent amounts (except late charges) to be added to my loan balance and after deducting from my loan balance any remaining money held at the end of the Trial Period under Section 2.D. above, the Lender will determine the new payment amount. If I comply with the requirements in Section 2 and my representations in Section 1 continue to be true in all material respects, the Lender will send me a Modification Agreement for my signature which will modify my Loan Documents as necessary to reflect this new payment amount and waive any unpaid late charges accrued to date. Upon execution of a Modification Agreement by the Lender and me, this Plan shall terminate and the Loan Documents, as modified by the Modification Agreement, shall govern the terms between the Lender and me for the remaining term of the loan.
4. **Additional Agreements.** I agree to the following:
- A. That, unless a borrower or co-borrower is deceased, all persons who signed the Loan Documents have signed this Plan.
 - B. To comply, except to the extent that they are modified by this Plan, with all covenants, agreements, and requirements of Loan Documents, including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my loan (unless prohibited by law).
 - C. That this Plan constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account, unless prohibited by law.
 - D. That all terms and provisions of the Loan Documents remain in full force and effect; nothing in this Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents. The Lender and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.

In Witness Whereof, the Lender and I have executed this Plan.

Homecomings Financial, LLC

WILLIAM J FUTRELL (Seal)

By: _____

Date (Seal)

Date

Date

Authorization Agreement for Electronic Funds Payment Processing (ACH)

Homecomings Financial, LLC

Account No. 7432626646

(ABA) Routing Number _____ Bank Account No. _____

As a convenience to me/us, I/we hereby request and authorize you to pay and charge my/our account, drafts drawn on my/our account by Homecomings Financial, LLC, account number 7432626646, provided I/we agree that your rights regarding each such draft shall be the same as if it were a check drawn on my/our account and signed personally by me/us.

I/we understand that this account must be current to enroll in the program and remain current at all times or the program will be canceled.

I/we understand that this authorization will include any payment increase due to escrow analysis or interest rate changes and/or principal and interest changes (if applicable) throughout the life of the loan. I/we also understand that I/we will receive notification of any such change made prior to the effective date of the change.

The date I/we would like the funds drafted is _____. Any applicable late charges will be assessed if the date selected is beyond the grace days of the loan.

I/we further agree that if any draft not be honored, whether with or without cause and whether intentionally or unintentionally, you shall be under no liability whatsoever.

Signature(s) – Depositor(s)

Date Signed

***** ATTACH A VOIDED CHECK OR SAVINGS DEPOSIT SLIP HERE *****

CUSTOMER INFORMATION

Name:

William J Futrell

PROPERTY ADDRESS

8391 N 550 W

BRYANT

IN 47326

GMAC Mortgage

Account Number:

7432626646

Home Phone #:

(260)997-6976

Visit us at www.gmacmortgage.com for account information or to apply on-line.

03/07/07 (M-28) 0001783 20090708 G004501 GMFRB 1 02 DOM G00400000 146318 GM

#BWNHJJPY
#KW75550809672#

|||||

WILLIAM J FUTRELL
8391 N 550 W
BRYANT IN 47326-9090Customer Care Inquiries: 1-800-766-4622
Home Financing Needs: 1-866-690-8322

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Number 7432626646

Current Statement Date July 03, 2009

Maturity Date March 01, 2031

Interest Rate 9.75000

Current Principal Balance* \$71,173.66

Current Escrow Balance \$82.93-

Interest Paid Year-to-Date \$3,482.90

Taxes Paid Year-to-Date \$82.93

For questions on the servicing of your account, call 1-800-766-4622.

Details of Amount Due/Paid

Principal and Interest \$657.25

Subsidy/Buydown \$0.00

Escrow \$229.11

Amount Past Due \$1,314.50

Outstanding Late Charges \$591.48

Other \$290.75

Total Amount Due \$3,083.09

Account Due Date June 01, 2009

Account Activity Since Last Statement

| Description | Due Date | Tran. Date | Tran. Total | Principal | Interest | Escrow | Add'l Products | Late Charge | Other |
|---------------------|----------|------------|-------------|-----------|----------|---------|----------------|-------------|---------|
| PD SPEEDPAY FEE | 05/01/09 | 07/03/09 | \$7.50 | | | | | | \$7.50 |
| SPEEDPAY FEE | 05/01/09 | 07/03/09 | \$7.50 | | | | | | \$7.50 |
| Receipt | 05/01/09 | 07/03/09 | \$73.51 | | | | | | |
| Payment | 05/01/09 | 07/03/09 | \$657.25 | \$78.33 | \$578.92 | | | | |
| PROP INSPECTION FEE | 04/01/09 | 07/02/09 | \$11.25 | | | | | | \$11.25 |
| CORP ADV 3 DRM | 04/01/09 | 06/16/09 | \$83.00 | | | | | | \$83.00 |
| County Tax Paid | 04/01/09 | 06/15/09 | \$82.93 | | | \$82.93 | | | |
| PROP INSPECTION FEE | 04/01/09 | 06/05/09 | \$13.00 | | | | | | \$13.00 |

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

Important News

Your special Repayment Plan request has been honored. Your next installment due is 09/01/09 in the amount of \$730.76.

As a reminder, there are no grace days on repayment plans. Any questions you have regarding this statement or your account may be directed to the number above.

See Reverse Side For Important Information

Mail This Portion With Your Payment

Mortgage Payment Coupon

| Account Number | Due Date | Mortgage Payment | Total Amount Due | Amount Due With Late Fee if Received 15 Days AFTER Payment Date |
|----------------|----------|------------------|------------------|---|
| 7432626646 | 08/01/09 | \$886.36 | \$7,219.13 | \$919.22 |

WILLIAM J FUTRELL

Please assist GMAC Mortgage in applying your payment

| | |
|-----------------------------|----|
| Full Payment(s) | \$ |
| ADDITIONAL Principal | \$ |
| ADDITIONAL Escrow | \$ |
| Late Charge | \$ |
| Other Fees (please specify) | \$ |
| Total Amount Enclosed | \$ |

GMAC MORTGAGE
PO BOX 9001719
LOUISVILLE KY 40290-1719



3

Gary
1800-912-0956
12-07-09

2 yrs paid on
120 - no lead

GMAC Mortgage

What about
propane
already
in it
transfer?

December 03, 2009

William J Futrell
8391 N 550 W
Bryant IN 47326

Paul Loss M.B.

Transfer

9/24
9/30 AM

Fax #

1-866-709-4744

RE: Account Number 7432626646
Property Address 8391 N 550 W
Bryant IN 47326

After
Loss Mod
& Loan #

Dear William J Futrell:

This is in response to your request for a new escrow analysis to be performed on the above-referenced loan. Since your loan is being reviewed for a possible loan modification, we are unable to comply with this request. Once the loan modification process is completed, a new analysis may be requested.

If you have any further questions, please contact Customer Care at 1-800-766-4622, between the hours of 6:00 am to 10:00 pm CT Monday through Friday and 9:00 am to 1:00 pm CT on Saturday.

Customer Care
Loan Servicing

CB

Recent 2 days
Paul said
OK & Set up
per Mod
now Canceled Mod

would get
notice in mail

GMAC Mortgage

January 12, 2010

Thomas D Margolis
309 North High Street
Muncie IN 47305

| | | |
|-----|------------------|-------------------|
| RE: | Account Number | 7432626646 |
| | Borrower | William J Futrell |
| | Property Address | 8391 N 550 W |
| | | Bryant IN 47326 |

Dear Thomas D Margolis:

This letter is in response to your loan modification and escrow inquiry on the above-referenced account.

Please be advised, under the investor guidelines, an escrow account is required to be established when the loan is modified. A new escrow analysis can not be completed because the account is handled by our Loss Mitigation Department and a loan modification is pending.

The borrower may refuse the pending loan modification and reapply for other loss mitigation options if they do not wish to accept the current agreement. However, there is no guarantee any further options will be available. If you have any questions you may contact our Loss Mitigation Department at 1-800-850-4622.

If you have any further questions, please contact Customer Care at 1-800-766-4622 between the hours of 6:00 am to 10:00 pm CT Monday through Friday and 9:00 am to 1:00 pm CT on Saturday.

Customer Care
Loan Servicing

LR